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Certificate of Notice Page 1 of 4 States Bankruptčy Eastern District of Pennsylvania

In re: Sean Massey Miranda L. Massey
Debtors Case No. 17-18649-elf Chapter 13

#### CERTIFICATE OF NOTICE

District/off: 0313-2 User: Stacey Page 1 of 1 Date Rcvd: May 08, 2019

Form ID: pdf900 Total Noticed: 6

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 10, 2019.

db/idb +Sean Massev. 1701 N. 62nd Street, Miranda L. Massey, Philadelphia, PA 19151-3926

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. smg E-mail/Text: megan.harper@phila.gov May 09 2019 02:42:49 City of Philadelphia,

City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor,

Philadelphia, PA 19102-1595 smg

E-mail/Text: RVSVCBICNOTICE1@state.pa.us May 09 2019 02:42:25

Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946,

Harrisburg, PA 17128-0946

+E-mail/Text: usapae.bankruptcynotices@usdoj.gov May 09 2019 02:42:37 U.S. Attorney Office, smq Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404 c/o Virginia Powel, Esq., cr

+E-mail/Text: blegal@phfa.org May 09 2019 02:42:30 Pennsylvania Housing Finance Agency,

211 North Front Street, Harrisburg, PA 17101-1406

+E-mail/PDF: gecsedi@recoverycorp.com May 09 2019 02:49:33 Synchrony Bank c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021

TOTAL: 5

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank, P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 10, 2019 Signature: /s/Joseph Speetjens

### CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on May 8, 2019 at the address(es) listed below:

KEVIN G. MCDONALD on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION (TRUSTEE FOR THE

PENNSYLVANIA HOUSING FINANCE AGENCY) bkgroup@kmllawgroup.com LEON P. HALLER on behalf of Creditor Pennsylvania Housing Finance Agency lhaller@pkh.com,

dmaurer@pkh.com;mgutshall@pkh.com on behalf of Joint Debtor Miranda L. Massey ecf@ccpclaw.com, MICHAEL A. CATALDO2

igotnotices@ccpclaw.com

MICHAEL A. CATALDO2 on behalf of Debtor Sean Massey ecf@ccpclaw.com, igotnotices@ccpclaw.com MICHAEL A. CIBIK2 on behalf of Debtor Sean Massey ecf@ccpclaw.com, igotnotices@ccpclaw.com on behalf of Joint Debtor Miranda L. Massey ecf@ccpclaw.com, MICHAEL A. CIBIK2

igotnotices@ccpclaw.com

United States Trustee USTPRegion03.PH.ECF@usdoj.gov WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 8

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Sean Massey CHAPTER 13
Miranda L. Massey aka Miranda Sopencer

U.S. BANK NATIONAL ASSOCIATION (TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY)

NO. 17-18649 ELF

Movant

Sean Massey Miranda L. Massey aka Miranda Sopencer

YS.

11 U.S.C. Section 362

William C. Miller

Trustee

Debtors

### STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

 The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$10,951.32, which breaks down as follows;

Post-Petition Payments:

May 2018 to October 2018 at \$891.00/month

November 2018 to April 2019 at \$890.00/month

Late Charges:

May 2018 to April 2019 at \$22.11/month

Total Post-Petition Arrears

\$10,951.32

- The Debtor shall cure said arrearages in the following manner;
- a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of \$10,951.32.
- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$10,951.32 along with the pre-petition arrears;
- c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.
- 3. Beginning with the payment due May 1, 2019 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$890.00 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month).

4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the

terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing

and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor

should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default

with the Court and the Court shall enter an Order granting Movant immediate relief from the

automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

If the case is converted to Chapter 7, Movant shall file a Certification of Default

with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this

agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to

seek reimbursement of any amounts not included in this stipulation, including fees and costs, due

under the terms of the mortgage and applicable law.

The parties agree that a facsimile signature shall be considered an original signature.

Date: April 15, 2019

By: Isl Kevin G. McDonald, Esquire

Attorney for Movant

Date: 4/29/19

Michael A. Cataldo, Esquire

Attorney for Debtors

Date: 5\\\

William C. Miller, Esquire

Chapter 13 Trustee

NO OBJECTION

\*without prejudice to any

trustee rights or remedies.

X Jan Massey

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## ORDER

7.1	3.7			
Approved by the Court this 7th	day of May	0010	YY	4
Approved by the Court this	day or	, 2019.	However,	ine court
retains discretion regarding entry	of any further order			

ERIC L. FRANK U.S. BANKRUPTCY JUDGE